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AUG 20 2013

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Sent To: Tunnel Barrel and Drum Company, Inc.  
Attn: President  
Street, or PO: 85 Triangle Blvd.  
City, St: Carlstadt, NJ 07072

PS Form 3800, June/2002

See Reverse for Instructions

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1. Article Addressed to:

Tunnel Barrel and Drum Company, Inc.  
Attn: President  
85 Triangle Blvd.  
Carlstadt, NJ 07072

 2. Article Number  
(Transfer from service label)

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**COMPLETE THIS SECTION ON DELIVERY**

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☐ Agent  
☐ Addressee

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☒ Certified Mail ☐ Express Mail  
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☐ Insured Mail ☐ C.O.D.

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☐ Yes

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

**NOTICE OF POTENTIAL LIABILITY**  
**URGENT LEGAL MATTER: PROMPT REPLY REQUIRED**  
**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

AUG 20 2013

Tunnel Barrel and Drum Co., Inc.  
Attn: President  
85 Triangle Boulevard  
Carlstadt, NJ 07072

**Re: Metro Container Site  
Trainer, Delaware County, Pennsylvania**

Dear Sir or Madam,

This letter notifies you that Tunnel Barrel and Drum Co., Inc. ("Tunnel" or "you"), may incur, or may have incurred, liability under Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9607(a), with respect to the Metro Container Site ("Site"). The Site includes (1) approximately 11 acres of land located at 2<sup>nd</sup> and Price Streets in Trainer, Delaware County, Pennsylvania, where chemical production and, later, drum reclamation and recycling activities occurred from the 1920s through the 1980s ("Metro Property"), and (2) all locations to which hazardous substances or pollutants and contaminants have migrated from the Metro Property. This letter also notifies you of potential response activities at the Site which you may be asked to perform or pay for at a later date if the United States Environmental Protection Agency ("EPA") performs them.

Under CERCLA, commonly known as the Federal "Superfund" law, the U.S. Environmental Protection Agency ("EPA") is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment – that is, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred. EPA has documented that such a release or threat of release exists at the Site. EPA has spent, or is considering spending, public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site. Based on information presently available to EPA, EPA has determined that you may be responsible under CERCLA for cleanup of the Site or costs EPA has incurred in cleaning up the Site.

Your response to this Notice of Potential Liability is due within **twenty (20) business days** of your receipt of this letter.

### **EXPLANATION OF POTENTIAL LIABILITY**

Under CERCLA, specifically Sections 106(a) and 107(a), potentially responsible parties ("PRPs") may be required to perform cleanup actions to protect the public health, welfare, or the environment. PRPs may also be responsible for costs incurred by EPA in cleaning up the Site, unless the PRP can show divisibility or any of the other statutory defenses. PRPs include current and former owners and operators of a site, as well as persons who arranged for treatment and/or disposal of any hazardous substances found at the site, and persons who accepted hazardous substances for transport and selected the site to which the hazardous substances were delivered.

Based on the information collected, EPA believes that Tunnel may be liable pursuant to CERCLA § 107(a)(4), as a person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities, incineration vessels or sites selected by such, person, from which there is a release, or a threatened release which causes the incurrence of response costs, of a hazardous substance. Tunnel disposed of drums which contained residues of pesticides, paints, lacquers, and varnishes at the Site. EPA believes Tunnel transported drums from at least two Rohm and Haas Company facilities to Metro to be cleaned and reconditioned. Information collected by EPA indicated that the drums contained residues of pesticides, paints, lacquers, and varnishes that were stored in the drums prior to being sent to Metro for reconditioning and/or disposal. Toluene, xylene, methylene chloride (all used in the production of paints during the time in question), as well as pesticides, are hazardous substances and were found in the soils and/or groundwater at the Site.

### **SITE RESPONSE ACTIVITIES**

EPA and private parties conducted a cleanup at the Metro Property in the late 1980s which resulted in the off-site disposal of 6,000 tons of sludge, tanks, drums, and soil. Assessments by private parties as well as EPA in the 1990s through 2010 revealed the presence of, among other things, volatile organic compounds, semi-volatile organic compounds, PCBs, pesticides, and metals at the Metro Property; polycyclic aromatic hydrocarbons and PCBs in and around the tidal mudflats near the Delaware River downstream from the Metro Property; and PCBs and metals in Stoney Creek adjacent to the Metro Property.

The Site was proposed for addition to the National Priorities List ("NPL") on September 16, 2011 and was finalized on the NPL on March 15, 2012.

At present, EPA is planning to conduct or oversee the following response actions at the Site:

1. A removal response action to remove and dispose of certain source materials on the Metro Property which have likely contributed to contamination in Stoney Creek and other portions of the Site; and,
2. A Remedial Investigation/Feasibility Study at the Site to comprehensively identify the nature and extent of contamination at the Site and to develop alternatives for remedial action.

EPA may expend additional funds for response activities at the Site under the authority of CERCLA and other laws.

EPA hereby invites you to enter into agreements under which the actions necessary to respond to the threats at the Site will be performed by you and the other parties invited to perform such work (the identity of the recipients of this letter is enclosed as Attachment A to this letter). Your response to this letter should indicate whether you are willing to conduct the response action under such agreements. If you and/or the other recipients of this letter indicate a willingness to privately perform the work, EPA will refrain from commencing such work for a limited period of time during which the agreements are finalized.

### **SPECIAL NOTICE AND NEGOTIATION MORATORIUM**

EPA anticipates that you may receive an additional notice from EPA in the future concerning the Site. The following four paragraphs are a detailed description of that future notice. You do not need to take any specific action regarding this future notice at this time. The description is provided to you here so that you can anticipate and understand the process.

The future notice will either inform you that EPA is using the CERCLA Section 122(e) special notice procedure to formally negotiate terms of a consent order or consent decree to conduct or to finance Site response activities, or it will inform you that EPA is electing not to utilize that procedure. If EPA does not use the Section 122(e) special notice procedure, the notice will specify why special notice was not considered appropriate in this case.

Under Section 122(e), EPA has discretionary authority to use the special notice procedure if EPA determines that such procedure would facilitate an agreement between EPA and the PRPs for taking response action and would expedite investigation or remediation of the Site. Use of this special notice procedure triggers a moratorium on certain government activities at the Site. The purpose of the moratorium is to provide a period of time when PRPs and EPA may enter into formal negotiations for an agreement under which the response activities will be financed and performed by the PRPs.

If special notice is provided with respect to the Remedial Investigation and Feasibility Study ("RI/FS") at the Site, the moratorium period, during which EPA will not initiate implementation of the RI/FS, lasts for 60 days after receipt of special notice. If EPA determines that a good faith offer to perform or to finance the RI/FS is submitted by the PRPs within those 60 days, the statute provides a 30-day extension for further negotiations. Following completion of the RI/FS, the second moratorium period during which EPA may not initiate response activities occurs with regard to the Remedial Design/Remedial Action ("RD/RA"). The RD/RA moratorium also lasts for 60 days after the RD/RA special notice has been issued. If EPA determines that a good faith offer is submitted by the PRPs within those 60 days, the statute provides a 60-day extension for further negotiations.

If EPA determines that a good faith offer has not been submitted within the first 60 days of any moratorium period, EPA may terminate the negotiation moratorium pursuant to Section 122(e)(4) of CERCLA. EPA then may commence response activities or enforcement actions as it deems appropriate. In the absence of an agreement with the parties to perform or to finance

the necessary response activities, EPA may undertake these activities and pursue civil litigation against the parties for reimbursement of Site expenditures. Alternatively, EPA may issue a unilateral administrative order pursuant to Section 106(a) of CERCLA to require PRPs to conduct response activities, and/or may commence civil litigation pursuant to Section 106(a) of CERCLA to obtain similar relief. Failure to comply with an administrative order issued pursuant to Section 106(a) of CERCLA may result in a fine of up to \$37,500 per day, pursuant to Section 106(b) of CERCLA and 40 C.F.R. Part 19, and/or imposition of treble damages, pursuant to Section 107(c)(3) of CERCLA.

The preceding explanation of special notice and the negotiation moratorium procedure is for your general information about the Superfund process. It does not require any specific action on your part at this time.

### **PRP RESPONSE AND EPA CONTACT**

You are encouraged to contact EPA in writing **within twenty (20) business days of your receipt of this letter** to express Tunnel's willingness or unwillingness to participate in possible future negotiations concerning this Site.

Your response to this letter should be addressed to:

Christopher Sklaney (3HS21)  
Remedial Project Manager  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103

The following information may be useful in your consideration of this matter.

### **INFORMATION TO ASSIST POTENTIALLY RESPONSIBLE PARTIES**

#### **Administrative Record**

Pursuant to CERCLA Section 113(k), 42 U.S.C. § 9613(k), EPA establishes an administrative record that contains documents which form the basis for EPA's decision on the selection of each response action for a site. A copy of the record for each response action selected for the Site will be available on the internet at [www.epa.gov/arweb](http://www.epa.gov/arweb) and will be available in hardcopy at specific locations.

#### **Future Financial Review**

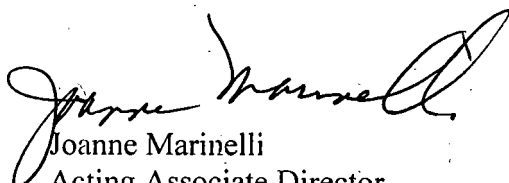
EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe, and can document, that you fall within that category, please contact EPA Financial Analyst Kenneth I. Rose III, at (215) 814-3147 for information on "Ability to Pay Settlements." In response, you will receive a package of information about the potential for such settlements and a form to fill out with information about your finances, and you will be asked to submit financial records including Federal income tax

returns. If EPA concludes that you have a legitimate inability to pay the full amount of EPA's costs, EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.

Also, please note that, because EPA has a potential claim against Tunnel, you must include EPA as a creditor if Tunnel files for bankruptcy.

Please give these matters your immediate attention and consideration. If you have any questions regarding the foregoing, please contact Kenneth I. Rose III at (215) 814-3147, or you may have your attorney contact Andrew Goldman at (215) 814-2487. Thank you for your prompt attention to this matter.

Sincerely,

  
Joanne Marinelli  
Acting Associate Director  
Office of Enforcement  
Hazardous Site Cleanup Division

Attachments: A. List of Letter Recipients

cc: Michael T. Towle (3HS31)  
Andrew Goldman (3RC41)  
Kenneth I. Rose III (3HS62)  
Christopher Sklaney (3HS21)  
Lois Lauria (3HS42)  
(PADEP)

**SCHEDULE A**  
**LIST OF LETTER RECIPIENTS**

1. Bayer CropScience, LP
2. Rohm and Haas Company
3. E.I. DuPont de Nemours and Company
4. Lyondell Chemical Worldwide, Inc.
5. Veolia ES Technical Solutions, L.L.C.
6. Tunnel Barrel and Drum Co.
7. Tasty Baking Company

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Attn: President  
85 Triangle Blvd.  
Carlstadt, NJ 07072

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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
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